

SBC Companies

CenturyTel Wireless, Inc. filed a letter requesting an adoption under Section 251/252 of the FTA96 of the arbitrated Wireless Interconnection Agreement between Ameritech Wisconsin and United States Cellular Corporation.

The attached agreement will be filed with the Commission for approval and will terminate on the same date as the underlying document. The following information is specific to the new agreement:

Effective date of Agreement	August 1, 2001
Termination date of Agreement	April 1, 2003
Notice Information (paragraph #):	19.12

Name:	Susan Smith
Title:	Director of External Affairs
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City/State/Zip:	Texarkana, TX 75503
Telephone #:	903/792-3499
FAX #:	903/972-0283
Email Address:	susan.smith@centurytel.com

With Copy to:

Name:	CenturyTel
Title:	General Counsel
Street Address:	100 CenturyTel P.O. Box 4065
City/State/Zip:	Monroe, LA 71203
Telephone #:	318/388-9000
FAX #:	318/388-9065

CenturyTel Wireless, Inc.

**SBC Telecommunications, Inc.
as agent for Ameritech Wisconsin**

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____

Title: _____
(Print or Type)

Title: President - Industry Markets

Date: _____

Date: _____

AECN/OCN# _____

**On January 25, 1999, the United States Supreme Court issued its opinion in AT&T Corp. v. Iowa Utilities Board, 525 U.S. 366 (1999) (and on remand Iowa Utilities Board v. FCC, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in Ameritech v. FCC, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in Iowa Utilities Board v. FCC, No. 96-3321, 2000 Lexis 17234 (July 18, 1999). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment, Ameritech Michigan does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights contained in the Interconnection Agreement. Ameritech Wisconsin further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic (the "ISP Intercarrier Compensation Order.") By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, Ameritech Wisconsin does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by Ameritech Michigan the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.*

**WHEREAS, pursuant to Section 252(i) of the Federal Telecommunications Act of 1996, Carrier and Ameritech Wisconsin have entered into an agreement on the same terms and conditions contained in the Ameritech Wisconsin/United States Cellular Corporation (arbitrated) for the State of Wisconsin ("the arbitrated underlying Agreement.").*

**WHEREAS by executing this MFN Agreement providing certain rates, terms and conditions, Ameritech Wisconsin reserves all appellate rights with respect to such rates, terms and conditions and does not waive any legal arguments by executing this Agreement. It is Ameritech Wisconsin's intent and understanding of state and federal law, that any negotiating history, appeal, stay, injunction or similar*

proceeding which impacts the applicability of such rates, terms or conditions to the underlying Agreement will similarly and simultaneously impact the applicability of such rates, terms and conditions to Carrier under this MFN Agreement. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis for a provision of the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory bodies or courts of competent jurisdiction, including but not limited to any decision by the Eighth Circuit relating to any of the costing/pricing rules adopted by the FCC in its First Report and Order, In re: Implementation of the Local Competition Provisions of the Local Competition Provisions in the Telecommunications Act of 1996, 11 FCC Rcd 15499 (1996), (e.g., Section 51.501, et seq.), upon review and remand from the United States Supreme Court, in AT&T Corp. v. Iowa Utilities Bd., 119 S. Ct. 721 (1999) or Ameritech v. FCC, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999), the Parties shall immediately incorporate changes from the underlying Agreement, made as a result of any such action into this Agreement. Where revised language is not immediately available, the Parties shall expend diligent efforts to incorporate the results of any such action into this Agreement on an interim basis, but shall conform this Agreement to the underlying Agreement, once such changes are filed with the Commission.

**This Agreement, entered into pursuant to Section 252(i) of the Telecommunications Act, is based on an approved contract previously entered into by Ameritech Wisconsin and United States Cellular Corporation. There was no meeting of the minds of those original parties that Internet traffic would be subject to reciprocal compensation as Local Traffic under that contract. The FCC has repeatedly asserted its interstate jurisdiction over Internet traffic, including as recently as in its Declaratory Ruling in CC Docket 96-98, released February 26, 1999, in which the FCC expressly confirmed that Internet bound traffic is non-local interstate traffic. For this reason, Ameritech does not believe this Agreement provides local reciprocal compensation for Internet traffic and fully reserves its rights on this issue, including the right to invoke the dispute resolution or other lawful procedures to challenge any contention by any other party to the contrary.*

**Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.*

**CenturyTel Wireless, Inc. is incorporated in the state of Louisiana.*

**Replace old Ameritech Wisconsin Contact Notice with:*

*SBC Contract Administration
311 South Akard, 9th Floor
Four Bell Plaza
Dallas, Texas 75202-5398
Attn: Notices Manager
Facsimile: 214-464-2006*

**Delete "with a copy to" and accompanying Ameritech Wisconsin address.*

**Since this Agreement is an adoption of an existing approved Interconnection Agreement, the term "Effective Date" throughout the Agreement (excluding the title page and Preamble) shall mean _____, 2001. The change in "Effective Date" within the Agreement is only intended so that the Parties may meet the operation obligations of the Agreement and in no way is intended to extend the Agreement beyond the termination date of the adopted Agreement.*

**Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.*

**Any approved amendments to the underlying United States Cellular Corporation Arbitrated Agreement are incorporated into this 252i/MFN Agreement.*

**Any amendments that were executed on the underlying United States Cellular Corporation. Arbitrated Agreement are incorporated into this 252i/MFN Agreement.*

**Carrier under this MFN agreement has not yet provided any Carrier-specific information (as the carrier in the underlying agreement did) to support the Paging Factor, Shared Facility Factors and InterMTA Percentage set forth in Appendix Pricing (Wireless) to the underlying agreement. Carrier represents that based on reasonable estimates of its traffic or reasonable traffic studies conducted by Carrier, the factors and percentages in the underlying agreement are equally applicable to Carrier under this MFN agreement.*